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6. Evidence (§ 528 (2)*)—Expert Testimony—Injuries to Servant.—Where physician testified that injured servant had chronic case of brachial neuritis, there was no legal objection to his describing the general effects of the ailment, including the suffering which usually follows such a condition.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 781.]

Error to Hustings Court of City of Richmond.

Action by Katie Wooters against Dreyfus & Co., Incorporated. Judgment for plaintiff, and defendant brings error. Reversed.

R. H. Talley, of Richmond, for plaintiff in error.

O'Flaherty & O'Flaherty, of Richmond, for defendant in error.

WOLFORD et al. v. JACKSON et al.

June 13, 1918.

[96 S. E. 237.]

1. Vendor and Purchaser (§ 143*)—Contract of Sale—Waiver.—Where, under a contract of sale of lands, the purchaser, upon being offered a deed, made but a single objection, and stated that, if that was changed, he would take the property, all other rights under the contract were waived.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 623.]

2. Vendor and Purchaser (§ 132*)—Contract of Sale—Description of Land.—Where deed under contract of sale contained the same description as the contract of sale and every deed previously conveying the land, the purchaser could not refuse the deed on the ground that the description did not show the number of feet or chains on the different boundaries.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 496.]

3. Specific Performance (§ 22*)—Defense—Transfer of Land.—Where plaintiffs in an action for specific performance of a contract to purchase land had transferred their entire interest to a corporation, which took with full notice of all the rights of the parties and without consideration, and held the property in trust, such was not a defense to the action.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 598.]

4. Specific Performance (§ 96*)—Tender of Deed—Necessity.—It is not necessary to tender a deed with a bill for specific performance of a contract to purchase land, where defendant had declared in the most explicit terms that he would not accept it.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 623.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

5. Vendor and Purchaser (§ 151*)—Contract of Sale—Sufficiency of Deed.—Under a contract to execute and deliver, or cause to be executed and delivered, a deed to land with covenants of general warranty, the vendor himself must unite in the conveyance and covenants, in the absence of an express provision that the deed shall be made by a third person.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 503, 504.]

Appeal from Circuit Court of James City and City of Williamsburg.

Suit for specific performance by E. P. Jackson and another against J. M. Wolford and others. Decree for plaintiffs, and defendants appeal. Amended and affirmed.

Frank Armistead, of Williamsburg, for appellants.

Henley, Hall, Hall & Peachy, of Richmond, for appellees.

STUART'S EX'RS *v.* BOARD OF SINKING FUND COM'RS.

June 13, 1918.

[96 S. E. 239.]

1. Statutes (§ 117 (4)*)—Title—Sufficiency.—Acts 1912, c. 144, relating to the funding of bonds guaranteed by the commonwealth and the pleading of the statute of limitations to actions brought thereon, is not unconstitutional, because of defects in the title.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 752.]

2. Constitutional Law (§ 62*)—Delegation of Powers—Payment of Bonds.—Acts 1912, c. 144, providing for the funding of bonds, the payment of which has been guaranteed by the state, and empowering the commissioners to determine the state's liability and whether to interpose a plea of the statute of limitations or not, is not invalid as delegating legislative and judicial functions to an administrative body.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 169.]

3. States (§ 148*)—Refunding Bonds.—Acts 1912, c. 144, providing for the funding of bonds, payment of which has been guaranteed by the state, is not invalid as funding the bonds by the use of state bonds authorized by Acts 1891-92, c. 325, for the settlement of the public debt not funded under previous acts.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 308.]

Error to Circuit Court of City of Richmond.

Proceedings by Stuart's executors against the Board of Sinking Fund Commissioners for the payment of bonds. From a

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.